

MANDATORY PROVISIONS

SERVICES ORDER ATTACHMENT FOR

MICROSOFT[®] EXCHANGE MESSAGING, BUSINESS CONTINUITY MESSAGE ARCHIVING, AND SILVERSKY EMAIL

MESSAGING SERVICES

(THE "MANDATORY MSG SOA")

1. Definitions.

1.1 "SilverSky" means SilverSky Inc., its affiliates, licensors and sub-contractors.

1.2 "Customer" means a person or entity with a place of business and invoice address in the Territory who purchase Services from Reseller as an end user and not further resale or distribution.

1.3 "Order" means the ordering document by and between Customer and Reseller which specifies the Messaging Services to be provided by SILVERSKY and incorporates these Mandatory Provisions.

1.4 "Reseller" means a person or entity appointed by SILVERSKY to resell SILVERSKY Messaging Services to end users for their internal business purposes.

1.5 "Services" means, individually and collectively, the following services, powered by SILVERSKY: (i) hosted Microsoft[®] Exchange Messaging Services, (ii) electronic communication archiving services (including monitoring services if applicable), and (iii) SilverSky email services.

2. Services Setup. Reseller will direct SILVERSKY to provide end users authorized by Customer to receive Services (each a "User") with individual email boxes (each a "Seat") on the domain name(s) Customer specifies to Reseller, provided that Customer owns the domain name(s). As applicable, Reseller will also direct SILVERSKY to provide electronic communication archiving services for Users that Customer designates. Reseller will direct SILVERSKY to provision Customer's specified domain names and Seats on or before the date Reseller first makes Services available to Customer ("Launch Date"). Additional domain names and Seats may be established thereafter. The Services are provided on shared servers, unless agreed otherwise in writing.

3. Administrators. Prior to the Launch Date, Customer will appoint up to 3 administrators, each of whom will have the power to act as Customer's agent, with the authority to make decisions, representations, and give notices on Customer's behalf ("Administrators"). Administrators' authority includes, but is not limited to (i) controlling the creation and deletion of Seats and domain names; (ii) managing changes to Seat information (such as changes to User name or password); (iii) serving as SILVERSKY's authorized technical contact for the Services; (iv) setting business rules/policies and/or filters on the Services that may filter and/or terminate emails sent to or by Users without delivering them; (v) requesting the restoration or disclosure of content by submitting an Authorization for Disclosure of Information form to Reseller, and (vi) monitoring complaints against Users. At least one (1) Administrator must attend a training session on the Services, which SILVERSKY will provide at no charge. Customer may replace Administrators at any time upon written notice to SILVERSKY.

4. Technical Support. Customer will have sole responsibility for handling technical support inquiries from its Users. Reseller will have responsibility for responding to inquiries from Administrators regarding Services. SILVERSKY will respond to inquiries from Administrators on a 24x7 basis; provided that inquiries (i) must be submitted via toll-free telephone or email in the English language, and (ii) such inquiries will be responded to in English.

5. Storage Allocation. Administrators may distribute the base storage and additional storage that Customer may purchase among Customer's public folders (such as SharePoint) and individual Seats in their sole discretion using the administrative functions of the Services; provided that Customer will be invoiced for each Seat at the applicable base storage allocation indicated in its Order for the Services. When they are approaching or have reached the base storage allocation or the storage capacity designated by Customer's Administrators, SILVERSKY will notify Users that their outbound emails from the Seat will be prohibited and/or their inbound emails be undelivered unless their storage capacity is increased by the reduction of then stored messages or an increase in storage allocated to them.

6. Additional Terms and Conditions. In addition to terms and conditions set forth in this Mandatory MSG SOA, Customer is bound by the User Terms and Conditions posted at <https://www.silversky.com/en/cybersecurity/tandc>. Customer will ensure that each User agrees to be bound by the User Terms and Conditions before being permitted to use a

Seat. Customer will also ensure that Users comply with the User Terms and Conditions. SILVERSKY may change the User Terms and Conditions or change the manner in which the User Terms and Conditions may be accessed by posting to <https://www.silverisky.com/en/cybersecurity/tandc>. Without limiting any other remedies, SILVERSKY may suspend or terminate a User's Seat without notice if the User breaches the User Terms and Conditions or the Microsoft Terms (defined below).

7. Prohibition of Reverse Engineering, Decompilation and Disassembly. Customer may not (i) except to the extent that applicable law requires a provider to give Customer permission to do so, directly or indirectly, reverse engineer, decompile or disassemble any software made available to Customer in connection with the Services; (ii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to such software; or (iii) remove any proprietary notices or labels from such software.

8. Indemnification. Customer will indemnify Reseller and its suppliers against all loss, cost, damage and expense that Reseller or its suppliers incurs as a result of claims in any form by third parties arising from: (i) Users use of Seats; (ii) Customer's website; (iii) intellectual property infringement claims related to the domain name(s) or content; (iv) unauthorized installation, use, access, copying, reproduction, and/or distribution of any portion of the Microsoft Software Products by Users; and (v) acts and omissions of Administrators.

9. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH IN THE MANDATORY MSG SOA, RESELLER AND ITS SUPPLIERS PROVIDE THE SERVICES "AS IS." RESELLER AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NEITHER RESELLER NOR ITS SUPPLIERS GUARANTEE CONTINUOUS, UNINTERRUPTED, VIRUS-FREE OR SECURE SERVICES, AND RESELLER AND ITS SUPPLIERS ARE NOT LIABLE IF CUSTOMER OR CUSTOMER'S USERS ARE UNABLE TO ACCESS THE SERVICES AT ANY SPECIFIC TIME.

10. Customer's Warranty.

10.1 Customer warrants that it shall at all times comply with all applicable laws in relation to the engagement of SILVERSKY, or the use and receipt of the Services, and shall ensure that all appropriate consents, permissions and/or licenses are granted to enable SILVERSKY to perform the Services and to use or transfer Customer-provided data and information, in each case in compliance with all applicable laws.

10.2 Customer warrants and represents that has obtained all authorizations and consents required from any third party as necessary to enable SILVERSKY to perform and deliver the Services contemplated by the applicable Order under this Mandatory MSG SOA without violating the rights of any third party.

11. LIMITATION OF LIABILITY. EXCEPT FOR INDEMNIFICATION OBLIGATIONS OR CLAIMS ARISING FROM INTENTIONAL DISCLOSURE OR MISAPPROPRIATION OF CONFIDENTIAL OR PROPRIETARY INFORMATION DISCLOSED HEREUNDER, NEITHER CUSTOMER, RESELLER OR ITS SUPPLIERS WILL BE LIABLE FOR (I) ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED; OR (II) DAMAGES FOR LOST PROFITS OR LOST DATA; OR (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES ARISING OUT OF OR IN CONNECTION WITH AN ORDER OR SOW FOR SERVICES. THE LIABILITY OF RESELLER AND ITS SUPPLIERS TO CUSTOMER, CUSTOMER'S USERS AND ALL THIRD PARTIES, IS IN EACH CASE LIMITED TO THE FEES PAID BY CUSTOMER FOR SERVICES UNDER AN ORDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

12. Confidentiality.

12.1 Confidential Information. Confidential Information with respect to the Services means the information that is disclosed by either SILVERSKY or Customer in connection with the Services, or to which either has access in connection with the Services that the receiving party knows or should reasonably be expected to know is confidential information of the other party.

12.2 Recipient Obligations. A recipient of Confidential Information will (i) restrict the use of the Confidential Information to those purposes necessary for the performance of the receiving party's obligations and the exercise of the receiving party's rights under the SOW or Order, and (ii) safeguard against disclosure of the Confidential Information to third parties using the same degree of care to prevent disclosure as it uses to protect its own information of like importance, but at least reasonable care. All proprietary and copyright notices in the original must be affixed to copies or partial copies of Confidential Information made by a receiving party. Each party must provide the other with notice of any governmental,

judicial or administrative order or proceeding to compel the disclosure of Confidential Information received under this attachment, as promptly as the circumstances of such order or proceeding reasonably permit.

12.3 Exceptions. Neither SILVERSKY nor Customer will be obligated to maintain any information in confidence or refrain from use if (i) the information was in the receiving party's possession or was known to it prior to its receipt from the disclosing party, (ii) the information is independently developed by the receiving party without the utilization of Confidential Information of the disclosing party, or (iii) the information is or becomes public knowledge without fault of the receiving party. Nothing contained herein will require the alteration, deletion or destruction of back-up media made in the ordinary course of business, provided however; that in each instance each party will maintain the confidentiality of Confidential Information as provided herein.

13. Reservation of Rights; Feedback. Subject to the limited rights expressly granted hereunder, SILVERSKY reserves all of its right, title and interest in and to the Services and any documentation provided as part of the Services, including all of SILVERSKY's related intellectual property rights. Customer may not rent, lease, or lend, pledge, or directly or indirectly transfer or distribute the Services to any third party, and Customer may not permit any third party to have access to and/or use the functionality of the Messaging Services except for the sole purpose of accessing the functionality in accordance with this Mandatory MSG SOA. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer grants to SILVERSKY a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into SILVERSKY services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or its Users relating to the operation of SILVERSKY Services.

14. Services Incorporating Use of Microsoft Products.

14.1 Microsoft Terms. Whenever an Order includes Microsoft Exchange Messaging Services, Customer is bound by, and Customer will ensure that each of its Users agrees to be bound by the Terms and Conditions Regarding Use of Microsoft Software set out in Appendix 1 incorporated herein by reference ("**Microsoft Terms**"). If Reseller or its suppliers believe, in good faith, at any time during the term of this Attachment, that Customer or any Users have breached or are not complying with the Microsoft Terms, then Customer agrees to cooperate in good faith with Reseller and its suppliers in investigating and remedying such noncompliance. Customer authorizes Reseller and its suppliers to provide such information about the use of the Service by Customer and Users as Microsoft requires for the purpose of assessing compliance with terms and conditions applicable to the Microsoft products used in the Services or made available through the use of the Services.

14.2 Outlook[®] Client Licensing. If Customer provides its own licenses to Microsoft Outlook messaging and collaboration client, Customer must obtain and maintain the licenses required for the number of applicable Seats at Customer's sole expense. Upon request, Customer will provide the documentation that, in Reseller's and its suppliers' sole discretion, is necessary to verify Customer's compliance with Customer's obligations under this paragraph.

15. Business Continuity Archiving Services.

15.1 Devices. In some instances, the archiving Services may require installation of software on Customer hardware. As applicable in those instances, SILVERSKY will provide the Services with respect to the computer systems and other devices Customer designates (each, a "**Device**"). Customer and Users will be responsible at their own expense for all hardware, desktop software, wireless devices and Internet connections that are required to reach the servers used to provide archiving Services, subject to SILVERSKY's minimum recommended specifications. The Services are provided on shared servers. Administrator(s) will perform certain administrative functions related to Devices, including (i) controlling the application and termination of the Services with respect to Devices; and (ii) managing changes to Devices that affect the Services.

15.2 Retention Upon Termination. Upon the effective date of termination of the archiving Services for any reason, SILVERSKY will cease archiving Customer's data. However, SILVERSKY will continue to store Customer's archived data for a period of ninety (90) days ("**Grace Period**") following termination, during which Customer may access and extract its archived data. If Customer prefers, and provided Customer's account is in good standing, SILVERSKY will perform an export of Customer's data for delivery to Customer after Reseller's receipt of Customer's written request and execution of a Statement of Work agreeing the fees and terms of the data export and delivery. Customer must notify Reseller in writing not less than five (5) business days prior to the expiration of the Grace Period of Customer's request for an export. If Reseller does not receive a written export request from Customer and send SILVERSKY a Reseller Order for the same prior to the above deadline, SILVERSKY may, without liability to Customer or any third party, permanently dispose of Customer's archived data remaining on SILVERSKY's system. Such disposal will be performed in accordance with applicable industry standards for destruction of data. SILVERSKY will provide a certificate of destruction upon Customer's written request to Reseller.

16. Export Administration. The Services provided under the Mandatory MSG SOA might be subject to U.S. export control laws or import regulations in other countries. Customer agrees to comply strictly with all such laws and regulations and acknowledges that Customer has the responsibility to obtain such license to export, re-export or import as may be required and to communicate this requirement. Customer will obtain any required non-U.S. governmental authorizations including without limitation any import licenses and foreign exchange permits, and, if applicable, will file or register with the appropriate authorities. Customer will provide proof of compliance with required non-U.S. governmental authorization to SILVERSKY upon request.

17. Ethical Conduct. Customer undertakes as a condition of this Agreement: (i) that it shall throughout the duration of this Mandatory MSG SOA comply with any and all anti-corruption laws and all applicable laws and regulations; (ii) that it has not made or offered and that it will not make or offer with respect to the matters which are the subject of this Mandatory MSG SOA, any payment, gift, promise or other advantage whether directly or through intermediaries, to or for the use of any public official (i.e. any person holding a legislative, administrative or judicial office, including any person exercising a public function for a public agency, a public enterprise or a public international organization), or any other third party, where such payment, gift, promise or advantage would violate any anti-corruption laws or any applicable laws; (iii) that it shall undertake to comply with a standard of conduct that is, at least, compliant with the SilverSky Code of Conduct issued and updated from time-to-time (<https://www.silversky.com/en/our-company/corporate-responsibility/trust-and-integrity/code-of-conduct>); and undertake to train its employees on such code (or equivalent) and ensure that such employees engaged in activities under this Mandatory MSG SOA undertake appropriate training on compliance-related activities; (iv) that it shall promptly report to SILVERSKY any request or demand for any undue financial or other advantage of any kind received by it in connection with the Mandatory MSG SOA; (v) that it shall promptly notify SILVERSKY (in writing) if it, its personnel, or any other persons which perform or have performed services for or on behalf of it are investigated by any law enforcement agency or customer in relation to corrupt practices and/or any breach of this Section 17 with respect to the matters which are the subject of this Mandatory MSG SOA; and that any breach of this Section 17 shall be deemed an incurable material breach giving rise to the right to the Reseller and/or SILVERSKY to terminate any Services subject to this Mandatory MSG SOA immediately at any time upon written notice to the Customer.

18. Order Term and Termination. The term of each Order for a particular Service billed on a monthly recurring revenue basis will commence on the date set forth in the SOA and/or Order, as applicable, and will continue for a minimum term of 12 months following such commencement date unless a different Minimum Term is stated on the Order (the “**Minimum Term**”) and will thereafter automatically renew for successive 12 month terms (each a Minimum Term upon such automatic renewal) unless either of Reseller or Customer provides the other with written notice of the intention not to renew for a successive Minimum Term at least 60 days prior to the expiration of the then current Minimum Term. In the event that the Customer timely submits a notice of non-renewal with an Order to continue the expiring Service on month to month terms, Reseller will accept that Order subject to the Fee for the Services in such Order increasing by 15% and the right of either party to terminate such month-to-month Order on 30 days prior written notice to the other. Except for termination of an Order occasioned by SILVERSKY’s material breach of the Mandatory MSG SOA, in the event that Customer terminates an Order prior to the end of the Minimum Term, Customer will be liable to Reseller to pay (i) all accrued and unpaid fees for Services provided through the effective date of termination, plus (ii) a cancellation fee equal to 75% of Customer’s average monthly invoices from Reseller with respect to the terminated Order(s) for the six months prior to the date of termination, multiplied times the number of months remaining in the Minimum Term. Customer acknowledges that, if Services are cancelled prior to the completion of the Minimum Term, damages will be difficult or impossible to ascertain and therefore, the amounts set forth in this section are intended to establish liquidated damages in the event of early termination by Customer without cause and are not intended as a penalty.

19. General.

19.1 Third Party Beneficiary. SILVERSKY is a third party beneficiary of the Mandatory MSG SOA as incorporated into Reseller’s agreement with Customer to fulfill the Order(s) (the “**Customer Agreement**”). SILVERSKY will have the right to enforce Customer’s obligations to SILVERSKY under the Customer Agreement, and the limitations and restrictions applicable to Customer under the Mandatory MSG SOA. Customer’s indemnification obligations under Section 8 will apply to SilverSky, and the disclaimers set forth in Section 9 and the limitations of liability set forth under Section 11 will apply to all claims arising under or relating to SILVERSKY with respect to its performance of Services under an Order.

19.2 Order of Precedence. In the event of any conflict between or amongst them, the terms and conditions of the Mandatory MSG SOA, an SOW, Order or the Customer Agreement, the applicable terms and conditions will prevail in the listed order.

19.3 Survival. Sections 1-19 of this Mandatory MSG SOA as incorporated into the Customer Agreement, shall survive termination or expiration of any Order or Customer Agreement.

APPENDIX 1

To

MANDATORY MSG SOA

Terms and Conditions Regarding Use of Microsoft Software

This document concerns your use of Microsoft software, which includes computer software provided to you by SilverSky Applied Intelligence US Corp. (“**SILVERSKY**”) as described below, and may include associated media, printed materials, and “online” or electronic documentation (individually and collectively “**SOFTWARE PRODUCTS**”). **SILVERSKY does not own the SOFTWARE PRODUCTS and the use thereof is subject to certain rights and limitations of which SILVERSKY needs to inform you. Your right to use the SOFTWARE PRODUCTS is subject to your agreement with SILVERSKY, and your understanding of, compliance with and consent to the following terms and conditions, which SILVERSKY does not have authority to vary, alter or amend.**

1. **DEFINITIONS.**

“**Client Software**” means software that allows a Device to access or utilize the services or functionality provided by the Server Software.

“**Device**” means each of a computer, workstation, terminal, handheld PC, pager, telephone, personal digital assistant, “smart phone,” or other electronic device.

“**Server Software**” means software that provides services or functionality on a computer acting as a server.

“**Redistribution Software**” means the software described in Paragraph 4 (“Use of Redistribution Software”) below.

2. **OWNERSHIP OF SOFTWARE PRODUCTS.** The SOFTWARE PRODUCTS are licensed to SILVERSKY from an affiliate of the Microsoft Corporation (“**Microsoft**”). All title and intellectual property rights in and to the SOFTWARE PRODUCTS (and the constituent elements thereof, including but not limited to any images, photographs, animations, video, audio, music, text and “applets” incorporated into the SOFTWARE PRODUCTS) are owned by Microsoft or its suppliers. The SOFTWARE PRODUCTS are protected by copyright laws and international treaties, as well as other intellectual property laws and treaties. Your possession, access, or use of the SOFTWARE PRODUCTS does not transfer any ownership of the SOFTWARE PRODUCTS or any intellectual property rights to you.
3. **USE OF CLIENT SOFTWARE.** You may use the Client Software installed on your Devices by SILVERSKY only in accordance with the instructions, and only in connection with the services, provided to you by SILVERSKY. The terms of this document permanently and irrevocably supersede the terms of any Microsoft End User License Agreement that may be presented in electronic form during your use of the Client Software.
4. **USE OF REDISTRIBUTION SOFTWARE.** In connection with the services provided to you by SILVERSKY, you may have access to certain “sample,” “redistributable” and/or software development (“**SDK**”) software code and tools (individually and collectively “**Redistribution Software**”). **YOU MAY NOT USE, MODIFY, COPY, AND/OR DISTRIBUTE ANY REDISTRIBUTION SOFTWARE UNLESS YOU EXPRESSLY AGREE TO AND COMPLY WITH CERTAIN ADDITIONAL TERMS CONTAINED IN THE SERVICES PROVIDER USE RIGHTS (“SPUR”) APPLICABLE TO SILVERSKY, WHICH TERMS MUST BE PROVIDED TO YOU BY SILVERSKY.** Microsoft does not permit you to use any redistribution software unless you expressly agree to and comply with such additional terms, as provided to you by SILVERSKY.
5. **COPIES.** You may not make any copies of the SOFTWARE PRODUCTS; provided, however, that you may (a) make one (1) copy of Client Software on your Device as expressly authorized by SILVERSKY; and (b) you may make copies of certain Redistribution Software in accordance with Paragraph 4 (Use of Redistribution Software). You must erase or destroy all such Client Software and/or Redistribution Software upon termination or cancellation of your agreement with SILVERSKY, upon notice from SILVERSKY or upon transfer of your Device to another person or entity, whichever first occurs. You may not copy any printed materials accompanying the SOFTWARE PRODUCTS.
6. **LIMITATIONS ON REVERSE ENGINEERING, DECOMPILATION AND DISASSEMBLY.** You may not reverse engineer, decompile, or disassemble the SOFTWARE PRODUCTS, except and only to the extent that applicable law, notwithstanding this limitation expressly permits such activity.

7. **NO RENTAL.** You may not rent, lease, or lend, pledge, or directly or indirectly transfer or distribute the SOFTWARE PRODUCTS to any third Party, and you may not permit any third Party to have access to and/or use the functionality of the SOFTWARE PRODUCTS except for the sole purpose of accessing the functionality of the SOFTWARE PRODUCTS in the form of software services in accordance with the terms of this document and any agreement between you and SILVERSKY.
8. **TERMINATION.** Without prejudice to any other rights, SILVERSKY may terminate your rights to use the SOFTWARE PRODUCTS if you fail to comply with these licensing terms. In the event of termination or cancellation of your agreement with SILVERSKY, or SILVERSKY's agreement with Microsoft, you must stop using and/or accessing the SOFTWARE PRODUCTS, and destroy all copies of the SOFTWARE PRODUCTS and all of its component parts.
9. **NO WARRANTIES, LIABILITIES OR REMEDIES BY MICROSOFT.** ANY WARRANTIES, LIABILITY FOR DAMAGES AND REMEDIES, IF ANY, ARE PROVIDED BY SILVERSKY AND NOT BY MICROSOFT OR ITS AFFILIATES OR SUBSIDIARIES. You and your Users disclaim, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft for any damages, whether direct, indirect or consequential, arising from your or your Users' use of the Services.
10. **PRODUCT SUPPORT.** Product support for the SOFTWARE PRODUCTS is provided to you by SILVERSKY and is not provided by Microsoft or its affiliates or subsidiaries.
11. **NOT FAULT TOLERANT.** THE SOFTWARE PRODUCTS MAY CONTAIN TECHNOLOGY THAT IS NOT FAULT TOLERANT AND IS NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE IN ENVIRONMENTS OR APPLICATIONS IN WHICH THE FAILURE OF THE SOFTWARE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL, PROPERTY OR ENVIRONMENTAL DAMAGE.
12. **EXPORT RESTRICTIONS.** The SOFTWARE PRODUCTS are of U.S. origin for purposes of U.S. export laws. You agree to comply with all applicable international and national laws that apply to the SOFTWARE PRODUCTS, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting/>.
13. **LIABILITY FOR BREACH.** In addition to any liability you may have to SILVERSKY, you agree that you will also be legally responsible directly to Microsoft for any breach of these terms and conditions.
14. **PROPRIETARY RIGHTS NOTICES.** You must not remove, modify or obscure any Microsoft copyright, trademark or other proprietary rights notices that are accessible to you in copies of the Software Products or through your use of the Services, and you must ensure that your Users do not.